

AGREEMENT

between

GREEN BROOK TOWNSHIP  
SOMERSET COUNTY, NEW JERSEY

and

GREEN BROOK FRATERNAL ORDER OF POLICE  
LODGE #23

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January 1, 2004 through December 31, 2005

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## PREAMBLE

THIS AGREEMENT, entered into this 8th day of March 2004, by  
and between the TOWNSHIP OF GREEN BROOK, SOMERSET COUNTY,  
NEW JERSEY, a municipal corporation of the State of New Jersey (hereafter the  
“Township”), and GREEN BROOK FRATERNAL ORDER OF POLICE  
(hereafter the “FOP”), represents the complete and final understanding on all  
bargainable issues between the Township and the FOP.

## **ARTICLE I**

### **RECOGNITION**

The Township recognizes the FOP for the purposes of collective negotiations as the exclusive representative of the police officers in the negotiations unit below the rank of Captain, excluding probationary employees. Probationary employees shall receive the appropriate salary pursuant to this Agreement and a pro-rata share of all economic benefits.

## ARTICLE II

### **MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in accordance with the Constitutions and Laws of the State of New Jersey and of the United States and the ordinances of the Township. Nothing in this Agreement shall be construed so as to limit the lawful authority of the Township with regard to the hiring or termination of its employees.

C. Nothing contained herein shall be construed to deny or restrict the Township from its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

## ARTICLE III

### **GRIEVANCE PROCEDURE**

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the FOP.

#### B. Definition

The term "grievance" shall be defined as any dispute, controversy or disagreement over the interpretation, application, or violation of any provision of this agreement; and any mandatorily negotiable rules and regulations as set forth in the Department Rules and Regulations adopted on April 21, 1997 by Resolution 97-04-16 (as may from time to time be amended); which may be filed on behalf of an individual, group of individuals, and/or the FOP.

C. Steps of the Grievance Procedure

Step One

A grievance shall be filed within (30) calendar days of the date of occurrence or within thirty (30) calendar days of the date when the individual(s) or FOP should have reasonably known of the occurrence. Said grievance shall be filed in writing with the Chief of Police. Said grievance shall state the nature of the grievance and shall state a requested remedy. The Chief of Police shall render a written decision within fifteen (15) calendar days of receipt of said grievance. Said answer shall contain reasons and/or rationale for said decision.

Step Two

Should the answer received from Step One be unsatisfactory or should no answer be received in timely fashion, the FOP may, at its option, forward the written grievance to the Township Committee. Said grievance shall be delivered to the Township Administrator within twenty (20) calendar days of receipt of the Chief's answer or within twenty (20) calendar days of the due date of said answer. The Township Committee shall render a written decision within twenty (20) calendar days of receipt by the Administrator of said grievance.

Step Three

a. Should the FOP not be satisfied with the response of the Township Committee or should no answer be received in timely fashion, the FOP or its representative on its behalf, solely and exclusively, may submit said grievance to binding arbitration.

b. An arbitrator shall be selected and be bound by the Rules and Regulations of the Public Employment Relations Committee governing grievance arbitration.

c. The decision of the arbitrator shall be in writing, setting forth reasons for the decision and shall be final and binding upon all parties.

d. The arbitrator shall not have authority to add to, modify or delete from the terms of the Agreement.

e. Unless previously agreed to by the parties, the arbitrator shall have jurisdiction over one (1) issue of substance only. The costs of the arbitrator shall be borne equally by the parties. Any related costs incurred by the parties in the preparation and presentation of said arbitration shall be borne by the party incurring same.

D. Time Limits

The time limits specified in the foregoing sections of this Article shall be construed as the maximums. However, nothing shall prevent the parties from mutually agreeing to extend said time limits.

E. Discipline shall be arbitrable to the extent permitted by law.

F. All grievance meetings, including those with the Township Committee and the Lodge shall be held in closed session as provided for by New Jersey statutes unless mutually agreed otherwise by the parties.

## ARTICLE IV

### OVERTIME

A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis on a schedule approved by the Police Chief. In times of emergency, all members of the Department are subject to call unless they are on sick leave.

B. Overtime shall be kept to a minimum and strictly controlled, but in cases of emergency shall be approved by the Police Chief. Payment for overtime shall be as follows:

1. Overtime shall be paid to all employees, except the Police Chief and Captain, at one and one-half (1.5) times the regular rate for all hours worked, or fractions thereof, in excess of forty (40) hours per week. Overtime may be taken by all officers in one of two ways:

a. Dollar compensation at time and one half regular rate for each hour of time worked in excess of forty (40) hours per week.

b. Time off in lieu of payment, one and one half hours for each hour of overtime worked. If an officer elects compensatory time in lieu of payment, the time off shall be taken in the year earned, except that 120 hours of said compensatory time may be carried into the subsequent calendar year at the discretion of the officer who accumulated the compensatory time. Compensatory time can only be taken with permission of the Police Chief or his designee (such permission will not be unreasonably withheld) provided the request does not create additional overtime, nor create a short-staffing situation.

2. Overtime for all hourly employees whose regularly scheduled work is less than forty (40) hours per week shall be paid at the regular hourly rate for all hours under forty (40) hours.

3. The eight (8) hour work day will include a meal period not to exceed thirty (30) minutes.

4. The base hourly rate for all Township employees shall be calculated by dividing the employee's annual salary by the product of fifty-two point two (52.2) times the number of hours in the employee's work week.

C. There shall be a minimum call-in of three (3) hours at one and one-half (1.5) times the regular rate for hours of work that are not contiguous to the work day. Officers called in shall remain in active service to the Department for a minimum of two (2) of the three call-in hours.

D. The Police Chief may change the shift of any employee. Where the shift change is for one (1) week or more, the employee shall be given seventy-two (72) hours' notice of the change, except in cases of unplanned absences or emergencies.

## ARTICLE V

### **HOLIDAYS**

A. The following shall be recognized as paid holidays:

- |                                |                         |
|--------------------------------|-------------------------|
| 1. New Year's Day              | 7. Labor Day            |
| 2. Martin Luther King Birthday | 8. General Election Day |
| 3. Presidents' Day             | 9. Thanksgiving Day     |
| 4. Easter Sunday               | 10. Thanksgiving Friday |
| 5. Memorial Day                | 11. Christmas Day       |
| 6. Independence Day            |                         |

B. Any employee required to work on any holiday will be paid for the holiday at his/her regular hourly rate of pay in addition to his/her regular hourly rate for all hours worked on the holiday.

C. Any employee may elect to take compensatory time in lieu of Holiday pay, with permission of the Chief or his designee, at the convenience of the department, for up to six (6) of the eleven days listed in Article V, Section A, provided that the requested time off does not create additional overtime, nor create a short-staffing situation. If any employee elects compensatory time that cannot be arranged within the year the Holiday occurs, then the officer will receive pay for the Holiday as set forth in Section B above.

## ARTICLE VI

### VACATION

A. Permanent full-time employees shall receive for continuous service the following annual vacation with pay:

In the first year of service, one (1) day per two full months' service up to a maximum of five (5) days, which may be taken as earned.

Years of Completed Service as of January 1 Vacation Days (8 hours = 1 day)

1 through 5	10
6 through 9	15
10 through 15	20
16 and up	One additional day per year of service up to a maximum of 25 days per year

B. All vacation time shall be scheduled by April 1 as the needs of the Department require on the basis of seniority. Each and every employee must take the authorized annual vacation and compensation will not be allowed in lieu of vacation time. All vacation time shall be used in the year earned. Exceptions may be made by resolution of the Township Committee.

C. Changes in the scheduling of vacations will not be permitted without the prior approval of the Police Chief.

D. If for any reason an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled at the discretion of the Police Chief. If the Police Chief cannot reschedule the vacation leave, the employee will receive payment for the vacation leave at the straight time rate for the year in which the vacation leave was earned.

## ARTICLE VII

### **PERSONAL DAYS**

A. Each full time employee covered by this Agreement shall receive four (4) personal days at eight (8) hours' straight time during each year of this Agreement. The total thirty-two (32) hours of personal time to which the employee is entitled shall be taken in increments of no less than four (4) hours.

B. Employees shall receive personal days in accordance with the following schedule:

1. One (1) personal day during the first year of service
2. Two (2) personal days during the second year of service
3. Three (3) personal days during the third year of service
4. Four (4) personal days during the year after the first year of service as Class A patrolman, but in no instance sooner than following completion of the fourth year of service to Green Brook Township

C. Request for such personal day will be made in writing to the Police Chief or designee and must be approved by the Chief or designee.

D. If for any reason an employee's personal day is canceled or not taken as scheduled, the personal day may be rescheduled at the discretion of the Police Chief. If the Police Chief cannot reschedule the personal day, the employee will receive payment for the personal day at the straight time rate for the year in which the personal day was earned.

## ARTICLE VIII

### **SICK LEAVE**

A. As used in this section, "sick leave" means paid leave that may be granted to each full-time employee who through sickness or non-work related injury becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position or who is quarantined by a doctor's written instruction because he/she has been exposed to a contagious disease. Job related illnesses and injuries which necessitate sick days are not applicable to this Article.

B. Each employee shall be paid during periods of sick leave but not to exceed one (1) day - eight (8) hours - for each month of service, with a maximum allowable to three hundred sixty-five (365) calendar days.

C. In the event that an employee is eligible to receive municipal, state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for local, state or federal disability benefits including Social Security, and to furnish proof of such application to the Township, along with proof of receipt or denial of such benefits.

D. An employee who is absent because of disability or trauma caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Township-selected physician at the Township's expense. Upon Township receipt of this certification, the employee will receive his/her normal weekly compensation less any applicable Workers' Compensation benefits for a period of twelve (12) months from the date of the disability or

accident. Such absence will not be charged against the employee's sick leave; however, all other provisions of this section shall apply.

E. Consistent with applicable State law, no employee while on sick leave from the Township shall be otherwise employed or engaged in any outside work or employment whatsoever.

F. In all cases of reported illness or disability, the Police Chief shall have the right to require a doctor's certification of illness or to have a physician designated by the Township examine and report on the condition of the patient-employee. Failure to produce a doctor's certification , when the Township physician reports the employee is fit for work, will result in non-payment of sick leave benefits.

G. All absences on account of illness or disability shall be reported immediately by or for the employee to his/her shift supervisor or preceding shift dispatcher.

H. If the absence is not reported immediately, it shall be treated as an unauthorized absence without pay.

I. In the event of an injury caused in the course of employment, the injured employee, or his Department Head, if the employee is incapacitated, should report such injury immediately to the Township Administrator who will process the necessary forms for insurance purposes. The employee should then report to a physician selected by the Township and the physician's report and bill should be forwarded to the Township Administrator.

J. Sick leave may not be paid as terminal leave for employees who resign.

K. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

L. The Township may require an employee who has been absent because of personal illness, as a condition for his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

M. An employee who retires from Township service pursuant to any applicable pension statutes shall be entitled to one of the terminal leave payment packages calculated on accumulated, unused sick leave as follows. The options will not aggregate.

1. Payment of a lump sum of \$5,000 upon retirement recognizing a total accumulation of no fewer than 60 days' accrued, unused sick leave.
2. Payment of a lump sum of \$10,000 upon retirement recognizing a total accumulation of no fewer than 120 days' accrued, unused sick leave.
3. Payment of a lump sum of \$15,000 upon retirement recognizing a total accumulation of no fewer than 180 days' accrued, unused sick leave.

N. Any employee who fails to utilize a sick day during any period of six consecutive calendar months shall receive one (1) additional Bonus Leave Day of eight (8) hours per six month period, to be utilized within the following 6 month period.

## ARTICLE IX

### INSURANCE COVERAGE

- A. All full-time Police Department employees are eligible to receive hospital and medical insurance as provided under the New Jersey State Health Benefits Program. All eligible dependents will be included in the coverage.
- B. Any increase in the cost of such coverage during the lifetime of this Agreement shall be borne by the Township.
- C. The Township shall pay the full cost of premium to provide single party dental coverage for each employee. Spousal, parent/child, or family dental coverage if elected by the employee shall be a cost borne by the employee through weekly payroll deduction in amount equal to 1/24<sup>th</sup> the cost difference between the annual premium for the employee and the annual premium for the coverage type elected.
- D. The Township may, at its option, change any of the foregoing plans or carriers so long as substantially equivalent benefits are provided.
- E. If an employee elects to participate in any supplementary health or medical insurance program, the cost of the coverage over and above that provided by the Township will be borne by the individual employee.
- F. Employees who retire with twenty-five (25) years of public service shall have their and their surviving spouses' health insurance benefits continued (i.e., group hospital, medical and surgical coverage) with the premium of periodic charges paid by the Township. An employee shall not be eligible for health benefits coverage if covered under the provisions of any other program of health insurance with similar coverage, including the Federal Medicare Program covering

the retired employee and the employee's spouse. The cost of continued family health care coverage for dependents of the retired employee shall be borne by the retired employee at the rate provided for by the State Health Benefits Program.

G. Employees who retire with twenty-five (25) years of public service shall have their dental insurance continued.

## ARTICLE X

### WAGES

#### Salary Guide (Subsuming Longevity)

	Functional Scale(TSP)	+4.19%	+4.16%
	<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>
Prob. Officer (.55TSP)	\$38,007	\$39,600	\$41,250
Class E Officer (.6TSP)	\$41,462	\$43,200	\$45,000
Class D Officer (.7TSP)	\$48,373	\$50,400	\$52,500
Class C Officer (.8TSP)	\$55,283	\$57,600	\$60,000
Class B Officer (.9TSP)	\$62,194	\$64,800	\$67,500
Class A Officer (TSP)	\$69,104	\$72,000	\$75,000
Sergeant (1.1TSP)	\$76,014	\$79,200	\$82,500
Lieutenant (1.2TSP)	\$82,925	\$86,400	\$90,000

#### B. Investigator Stipend

An officer of any rank assigned to the investigative function (detective bureau) will receive additional compensation of \$3,000 per year prorata monthly for the duration of their assignment in the bureau. The \$3,000 is not added to the officer's base salary for the purposes of calculating increases, or calculation of overtime pay which shall be based upon the compensation for the rank of the officer as set forth in section A.

## ARTICLE XI

### **COLLEGE INCENTIVE PAY**

A. Any officer who attends school shall be reimbursed for the cost of tuition, academic fees laboratory fees, and required textbooks for all undergraduate courses successfully completed which are relevant to the field of law enforcement or in the pursuit of a formal police science program leading to an undergraduate degree.

B. Any officer wishing to attend school in a subsequent fiscal/calendar year must present to the Chief of Police and the Business Administrator by January 1 of the year in which course work is contemplated a written Notice of Intent to Attend School, together with an estimate of the cost of tuition, fees and textbooks before reimbursement for completed coursework can be guaranteed.

C. All other sources of tuition assistance funding (Veterans', Federal and State) should be exhausted prior to application to the Employer for reimbursement.

D. A copy of the paid tuition and fee bill shall be submitted to the Business Administrator for reimbursement, together with a transcript showing satisfactory completion of the course undertaken; e.g. "C" or better in an A-F scale, "pass" in a pass/fail course, or "2" or better in a 4-1 scale, 4 being the highest grade.

E. An officer hired with the following degrees, or who, during the course of Township employment, attains the following degrees shall receive additional compensation added annually to his/her base pay, as follows:

Associates Degree	\$ 500
Baccalaureate Degree	\$1,500
Masters Degree	\$2,500
Doctorate	\$3,500

**ARTICLE XII**  
**MILITARY LEAVE**

The Township agrees to provide all employees with military leave in accordance with Federal and State Statutes.

**ARTICLE XIII**  
**BEREAVEMENT LEAVE**

- A. Each employee shall be allowed time off between the death and the burial up to a maximum of four (4) days with pay upon the death of a member of his/her immediate family, one day of which shall be the date of death or the day of the funeral.
- B. For purposes of this section, the term "immediate family" shall include only the employee's mother, father, mother-in-law, father-in-law, spouse, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, step or half relative, or domestic partner. In the event of the death of another relative or in-law, an employee may request a vacation or personal day(s) or optional paid holiday.

## ARTICLE XIV

### **NO-STRIKE PLEDGE**

A. The FOP covenants and agrees that during the term of this Agreement neither the FOP nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police officer from his/her duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The FOP agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any FOP member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the FOP or its members.

## **ARTICLE XV**

### **OUTSIDE EMPLOYMENT**

A. Police officers of the Township performing outside work or work for other employees may be required to cease such activity if, in the opinion of the Police Chief and the Township Committee, such outside work unduly interferes with or prevents said employee from properly performing his/her duties for the Township.

B. Police officers of the Township shall not be employed by the Township in any outside employment role including, but not limited to, employment as a contractor or subcontractor without the approval of the Township Committee, which shall not be unreasonably withheld.

## **ARTICLE XVI**

### **LEGAL AID**

A. The Township will provide legal aid to all personnel covered by this Agreement to the extent required by law, particularly N.J.S.A.40A:12-155.

B. When legal counsel is required in addition to that provided by the insurance carrier, employees, subject to the prior approval of the Township Committee, shall have the right to select counsel of their own choosing. Such approval shall not be unreasonably denied.

## **ARTICLE XVII**

### **DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the FOP because of membership or activity in the FOP. The FOP or any of its agents shall not intimidate or coerce employees into membership, nor shall the FOP discriminate against any employee desiring membership in the FOP. Neither the Township nor the FOP shall discriminate against any employee because of race, creed, color, age, sex or national origin.

## **ARTICLE XVIII**

### **WORK IN HIGHER RANK**

Police officers who work in the capacity of Acting Sergeant or Watch Commander for eight (8) consecutive work shifts shall be paid at a Sergeant's rate of pay.

## **ARTICLE XIX**

### **OFF-DUTY PERFORMANCE**

A. All employees shall participate in the Police and Firemen's Retirement System as permitted by the State of New Jersey, Division of Pensions, and said employees shall be covered by insurance pursuant to Article IX when performing police duty during the course of off-duty status.

B. When an employee is required to use a private vehicle for police duty, he shall be reimbursed at the prevailing rate per mile promulgated by the Internal Revenue Service.

C. An officer shall receive payment at time and one half regular pay, or compensatory time at one and one half hours for each overtime hour or fraction thereof worked, for all legitimate off-duty police related activities pertaining to criminal matters arising from outside this jurisdiction.

## **ARTICLE XX**

## **INSURANCE**

The Township agrees to continue to provide the current insurance for libel, slander, defamation, violation of right of privacy, detention or imprisonment, malicious prosecution, wrongful entry or eviction, or other invasion of right of private occupancy for the duration of this Agreement.

## ARTICLE XXI

### **PERSONNEL FILES**

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may by appointment review his personnel file in the Office of the Chief of Police.

C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her to read, which copy he/she shall initial. The employee shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file within twenty (20) calendar days after the copy has been made available to him/her.

D. All personal history files will be carefully maintained and safeguarded permanently in the Office of the Chief of Police and nothing placed in any file shall be removed there from, except that an employee may make a written request to temporarily remove document(s) specified in the request for photocopying.

## ARTICLE XXII

### **VACANCIES AND PROMOTIONS**

All vacancies that occur or promotions that are to take effect shall be advertised by posting on the bulletin board thirty (30) days before the action is taken or longer if such time is necessary to permit application for such vacancies by the members of this unit. The Township reserves the right to select any candidate for promotion or vacancy or not to make a promotion or fill a vacancy.

## ARTICLE XXIII

### **JUST CAUSE**

No police officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his/her services without just cause.

Any such disciplinary actions asserted by the Township, or any agent or representative thereof, shall be subject to the grievance procedure. Minor disciplinary actions (suspensions of five or less days or the monetary equivalent in either money or time off), shall be arbitrable to the extent provided by law. Procedure requirements upon the employer shall minimally be those provided under N.J.S.A.40A:14-147 *et seq.*

## ARTICLE XXIV

### **CEREMONIAL ACTIVITIES**

A. In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the Township may in its sole discretion permit two off-duty uniformed police officers of the Department to participate in funeral services for the said deceased officer.

B. Subject to the availability of same, and with the approval of the Police Chief, the Township may permit a Department police vehicle to be utilized by the FOP members in the said funeral service.

**ARTICLE XXV**  
**UNIFORMS MAINTENANCE**  
**AND PERSONAL PROPERTY DAMAGE**

A. The Township will reimburse for articles of clothing, (except standard issue uniform components) and watches damaged in the line of duty up to a value of \$150 per item; and for the repair/replacement of prescription eyeglasses/contact lenses damaged in the line of duty; upon submission of an official incident report and a paid receipt for the replacement/repair of the article.

B. The Township will, at its cost, retain a uniform cleaning service which will pick up, clean, and deliver back to headquarters once each week up to 4 articles of clothing per officer, including and limited to trousers, shirts, jackets, and standard issue winter coats.

C. Uniform components damaged or worn out will be exchanged for new issue upon surrender of the damaged or worn article.

**ARTICLE XXVI**  
**AUTOMATIC PAYROLL DEDUCTION FOR DUES**

On the first pay period of each month, the Township shall withhold dues from all bargaining unit employees' paychecks and shall transmit said dues to the Treasurer of the Lodge. The Lodge shall inform the Township Treasurer and Administrator as to the amount of the dues. Once established, said amount shall remain in effect for the duration of the Contract.

**ARTICLE XXVII**  
**SEPARABILITY AND SAVINGS**

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXVIII**  
**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE XXIX**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January, 2004 and shall remain in effect to and including December 31, 2005 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. The FOP shall submit a copy of its entire proposal to the Township by September 1, 2005. The Township shall, within thirty (30) days after receipt of the FOP's proposal, submit a copy of its proposals to the FOP. The economic terms of this Agreement, including salaries, benefits, increases, and fringe benefit changes, shall apply effective January 1, 2004 only for employees on the Township's payroll as of the date of the signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Green Brook Township, Somerset County, New Jersey, on the 8th day of March, 2004.

GREEN BROOK FRATERNAL  
ORDER OF POLICE, LODGE #23

BY: J. Wells

GREEN BROOK TOWNSHIP  
SOMERSET COUNTY, NEW  
JERSEY

B. Murray  
Raymond S. Murray, Mayor

ATTEST:

D. Ober

ATTEST:

K. Kitchener  
Kathryn R. Kitchener, MPA, RMC  
Administrator/Clerk